

Contract no. 1617

AGREEMENT

BETWEEN

THE BOROUGH OF CRESSKILL

BERGEN COUNTY, NEW JERSEY

AND

P.B.A. LOCAL #180 (Cresskill Unit)

---

January 1, 1991 through December 31, 1993

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GIBLIN & GIBLIN, ESQS.

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PREAMBLE

THIS AGREEMENT, made this day of 4th day of April 1989 by and between the BOROUGH OF CRESSKILL, a body politic and corporation of the State of New Jersey, (hereinafter referred to as the "Employer"); and the P.B.A. Local 180 (Cresskill Unit), (hereinafter referred to as the "PBA").

WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient services will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows.



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ARTICLE I

EMPLOYEES' BASIC RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or other laws of New Jersey or the Constitution of New Jersey and of the United States.

B. The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

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ARTICLE II

EXCLUSIVITY OF ASSOCIATION REPRESENTATIVES

The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 180, Cresskill Unit) on behalf of the Bargaining Unit, as herein defined, during the term of this Agreement.

*[Signature]*

ARTICLE III

EXISTING PLAN

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Law. . . . *myu*

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ARTICLE IV

ASSOCIATION RECOGNITION

A. The Employer recognizes PBA Local 180 (Cresskill Unit) only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees included in the Bargaining Unit.

B. No Employee in the Bargaining Unit shall be compelled to join the Association, but shall have the option to voluntarily join said Association.

C. The Bargaining Unit shall be defined as including all Police Officers in the Cresskill Police Department with the exception of the Chief of Police, and as excluding any and all specials, dispatchers, crossing guards and other employees of the Cresskill Police Department. The term "Police Officer" or "Employee" as used herein shall be defined as meaning Employees of the Bargaining Unit, the plural as well as the singular, and females as well as males. ~ ~

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ARTICLE V

ASSOCIATION REPRESENTATIVE

A. The Employer recognizes the right of the Association to designate one representative within the Department and one alternate for the enforcement of this Agreement, provided they are members of the Cresskill Police, Department.

B. The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

C. The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining statement.

2. The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

D. The designated Association representative shall be granted time with pay during working hours to investigate and seek to settle formal grievances when requested by the Employer. Attendance at all meetings and conferences on collective negotiations with Employer officials shall be without loss of pay. If the Employee is off duty, he shall not be paid.

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ARTICLE VI  
PROCEDURE FOR INVESTIGATION

A. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogations of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed.

2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should so be informed at the initial contact.

4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

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5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. The complete interrogations of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.

7. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogations of a member of the force.

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## ARTICLE VII

### DATA FOR FUTURE BARGAINING

A. The parties agree to make available to each other all relevant data the Association may require to bargain collectively.

B. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature. The Employees of the Board of Education are excluded.

C. The Borough shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product. *mm mm*

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ARTICLE VIII

SALARIES

A. The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A". *mm*



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ARTICLE IX

WORK DAY, WORK WEEK AND OVERTIME

A. The normal work day tour shall be eight (8) hours, which shall include within the eight (8) hours span, an appropriate meal and rest periods, pursuant to prior practice.

B. Work in excess of the Employee's basic work week or tour for a day is overtime.

C. Overtime shall be paid by the following rules: it shall be paid as paid overtime compensation (time and one-half).

D. Modified 4-2 schedule, in effect as of the date of this Agreement, subject to the discretion of the Chief of Police. *JP*

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ARTICLE X  
HOURLY RATE

To compute the base hourly rate of an Employee for overtime and other purposes, the Employee's annual base salary plus longevity shall be divided by 2,080 hours.

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ARTICLE XI

COURT TIME

A. Court time, as referred to in this Article, shall consist of all time, excluding regular hours of duty, during which any Employee covered under this Agreement shall be required to attend any Municipal Court, County Court, Superior Court, Grand Jury proceedings, or other Courts or Administrative Bodies.

B. Cresskill Municipal Court appearances shall be compensated at overtime at the time and one-half rate of pay for a minimum of two (2) hours. Thereafter the Employee will be compensated at the time and one-half rate for any additional hours actually worked for that Court appearance.

C. When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which an Employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent Court or Administrative body. Any Employee shall notify Headquarters upon commencing travel to Court, and upon his return.

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D. When an Employee is placed on Standby (other than during the Employee's scheduled hours of work) as a result of a Court-issued subpoena, he shall be compensated at straight time for that period of time he remains on standby. For purposes of this Agreement, Standby shall commence at the time noted in the subpoena, and shall terminate when the Employee is notified that he is no longer needed for Court, or at the end of the Court's regular working day, whichever occurs sooner. An Employee shall notify Headquarters upon commencing Standby time and upon termination of Standby time, and shall submit a copy of the subpoena to the Chief of Police when requesting payment. If an Employee is called to Court, then normal Court time compensation shall apply.

E. The provisions for Standby compensation shall be continued annually so long as the payment does not exceed \$1,000 in any calendar year. In the event the Borough pays up to \$1,000 during any given calendar year, it may cease making payments for the remainder of that calendar year. *mm*

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ARTICLE XII

TRAINING PAY

The Employer agrees to compensate all Employees covered by this Agreement at the straight time rate for attending required training courses on their own time. *New*

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ARTICLE XIII

RECALL

Any Employee who is called back to work after having completed his regularly-scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay, with a minimum guarantee of two (2) hours work or pay in lieu thereof.

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ARTICLE XIV

LONGEVITY

A. In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment as set forth in Appendix "B".

B. Payments for longevity shall be paid on a bi-weekly basis to the Employee entitled to same. *am m*

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ARTICLE XV

CLOTHING ALLOWANCE

A. All covered personnel shall be entitled to a clothing allowance of Six Hundred Seventy Five Dollars (\$675) in 1991, and Seven Hundred Dollars (\$700) in 1992 and Seven Hundred Twenty Five Dollars (\$725) in 1993, payable per annum on or about January first in a lump sum. All members of the Department are required to maintain a complete uniform at all times and it shall be available for inspection by the Chief of Police at least once per year. In addition thereto, all personnel shall be entitled to reimbursement at replacement cost, for clothing and equipment damaged in the line of duty, subject to approval of the Police Chief and Police Committee, which will not be unreasonably withheld. Once a written request is submitted to the Chief of Police and Police Committee for reimbursement of damaged goods, a written response from the Chief of Police and/or the Police Committee shall be made within fourteen (14) days from receipt of the written request. Any such reimbursement shall be over and above the regular clothing allowance or clothing maintenance allowance, and shall include such items as prescription glasses, dentures, watches (watches only up to \$50). Any request for reimbursement shall be accompanied by documentation that the loss or damage occurred while on duty and was job-related. All members of the Department shall receive a maintenance allowance in the amount of One Hundred Seventy-Five



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Dollars (\$175) per annum for each year of this Contract, for the purpose of cleaning and minor non-job related repair due to normal wear and tear.

B. Each employee hired after the execution of this Memorandum of Agreement shall receive all of the items set forth in Appendix D annexed hereto, in lieu of a clothing allowance in their first year of employment. The items on Appendix D shall be in addition to the items the employee will require while attending the Police Academy. In the event the employer modifies any item or requires any new item, the same shall be deemed to be an amendment to Appendix D. *mm mm*

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ARTICLE XVI

PBA REPRESENTATIVES

The Employer agrees to grant the necessary time off without loss of pay, to one member of the PBA or his alternate selected by the members of the PBA as delegates, to attend any State or Bergen County Conference Convention of the New Jersey Policemen's Benevolent Association. Further, the Employer agrees to grant the necessary time off without loss of pay to one PBA representative duly designated as the State delegate, to attend the monthly State PBA meeting. If the delegate is off duty at the time of such meetings, he shall receive no attendance compensation.

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ARTICLE XVII

VACATIONS

A. Annual vacations shall be granted as follows:

B. After completion of six months service, during the first calendar year of employment, each member shall receive an annual vacation comprising of:

1. A base period of twelve days; plus
2. One additional day for each year worked.

The maximum number of vacation days shall be thirty-two (32).

3. Vacation picks shall be based upon seniority, provided the Chief approves all vacation schedules. Whenever possible, vacations are to be taken in increments of one (1) work week or more. A Junior officer must make a written request to the Senior officer(s) of his shift requesting a response, for approval of a vacation pick. Said Senior officer(s) shall respond to the Junior officer no later than fourteen (14) days from the time of the request. Response must be in writing, and must notify the Junior officer whether or not the Senior officer(s) intends to use the requested vacation time himself. If the Senior officer(s) intends to use the requested vacation time himself, then he must notify the Junior officer of such plans, and proceed to submit his plans to the Chief of Police. If the Senior officer(s) has no intention of using the requested vacation time himself, then he must respond in writing to the Junior officer, informing him that

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approval is granted for his vacation pick. If no response is obtained by the Junior officer from the Senior officer(s) within the fourteen (14) days of the request, then said vacation request shall be granted to the Junior officer, and shall not be rescinded in the future due to seniority. Also, once approval is granted to a Junior officer by any Senior officer(s) for a vacation pick, said vacation shall not be rescinded in the future due to seniority. Copies of written requests and responses shall be attached to the vacation time request, and submitted to the Chief of Police for final approval. Every officer in the Department shall be entitled to at least twelve (12) working days or two (2) work weeks during the summer months, namely: June, July and August, if said officer wishes a summer vacation. This provision shall include ranking officers when referring to Senior officers. This fourteen (14) day notification system for vacation time shall apply to only vacation blocks of one (1) work week or more.

4. Effective upon signing of this Agreement, one-half day vacation requests will be permitted with the approval of the Chief of Police. *mm*

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ARTICLE XVIII

PERSONAL LEAVE

Each Employee shall be able to take time off as against available sick leave in cases of emergencies, subject to prior approval of the Chief and subject to departmental needs.

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ARTICLE XIX

HOLIDAYS

A. Members shall be entitled to thirteen (13) paid holidays. In addition to the above-mentioned holidays, whenever all other Borough employees are granted an additional day off in observance of a Federal, State or Local holiday, the members herein shall be entitled to receive an additional day's pay for every day of observance given other Borough employees.

B. For employees who have completed 22 years of service or more, holiday pay shall be included in the employee's base pay and paid in the employee's regular pay check. Holiday pay shall not be included in the employee's base pay for the purpose of calculating the overtime rate. *~~~~~*

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ARTICLE II

EXCLUSIVITY OF ASSOCIATION REPRESENTATIVES

The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 180, Cresskill Unit) on behalf of the Bargaining Unit, as herein defined, during the term of this Agreement.

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ARTICLE III

EXISTING PLAN

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Law.



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ARTICLE XX

SICK PAY

A. All covered personnel shall be entitled to sick pay for a maximum of twelve (12) days annually. At the end of each year every Employee will be compensated for any unused sick days at the full rate of the employee's established rate of pay. Sick days shall no longer be accumulated for terminal leave purposes. If an Employee is terminated prior to the year's end, said Employee will be compensated at the time of termination at the Employee's established rate of pay for any unused sick days that have accrued to that date.

B. Any Employee who calls in sick shall remain at home or advise headquarters of his location for the duration of his illness.

C. The Department may require a certificate of illness prepared by a physician to be provided to the Chief, or in the event the employee does not reasonably provide such a certificate of illness, the employee will not be paid for the period of illness. Any Employee who does not provide a verifiable justification of illness is subject to discipline. In the event the Borough requires a second opinion, the Borough will pay reasonable and customary charges for examination by a physician of the Borough's choice.

D. Except in the case of a major illness, if an Employee uses more than the allotted twelve (12) sick days in any one

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calendar year, the Employee shall have the option to have said additional days deducted from the total number of terminal leave days accrued at that time. If an Employee elects not to have additional days deducted from terminal leave, he shall be deemed to have elected to take those additional days without pay. Any days that have been deducted from the terminal leave days cannot be replaced.

E. In the case of a major illness, only six (6) days will be deducted from the twelve (12) allotted sick days and the Employee will be allowed to be out for up to four (4) months with pay. In the event the illness requires more than four (4) months, he will be charged an additional six (6) allotted sick days and be able to take off another four (4) months with pay. After all sick time has been used, any additional days shall be deducted from the Employee's accumulated terminal leave days or the Employee's accumulated vacation days (Employee gets option).

F. A major illness is defined as an illness that would cause an Employee to be unable to perform his or her duties and would require an absence of more than five (5) days. It would require a written statement from the Employee's physician certifying that the Employee is unable to perform his or her duties and specifying the Employee's participated illness and estimated length of absence.

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ARTICLE XXI

WORK INCURRED INJURY

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay during the continuance of such Employee's inability to work, up to one (1) year from the date of the injury. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Employer may reasonably require the said Employee to present such certificates from time to time.

C. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer, or by its insurance carrier, then in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, or the final decision of the last reviewing Court shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the Employee is acting in any Employer-authorized activity shall be considered in the line of duty.

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E. In the event a dispute arises as to whether an absence should be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgment, or, if there be an appeal therefrom, the final decision of the last reviewing Court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or sick leave occasion, under the terms of the sick leave policy heretofore agreed upon between the parties. ~ ~

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ARTICLE XXII

TIME OFF

A. Members shall be granted time off without deduction from pay or time owed, for the following:

1. Death in the immediate family, from date of death to and including the date of the funeral (not to exceed five (5) working days);

2. Serious illness, including childbirth, in the immediate family (not to exceed three (3) days per year).

B. Immediate family as applied to paragraph 1 shall consist of wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchild, sister-in-law and brother-in-law. With respect to paragraph 2, immediate family shall consist of any such relative regularly residing with the member.

C. Any extension of absence under this Article, however, may at the Employee's option and with the consent of the Department Head, be charged against available vacation time, or be taken without pay for a reasonable period.

D. In the case of unusual circumstances not specifically covered under this Article, leave may be granted or extended at the discretion of the Chief of Police. *Turn*

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ARTICLE XXIII

INSURANCE, HEALTH AND WELFARE

A. The Borough shall provide Blue Cross, Blue Shield, Rider J and major medical insurance for the member and his family, or its equivalent. The Borough shall provide dental insurance for the member and his family, pursuant to N.J. Dental Delta Plan for PBA (Program III-A) or its equivalent.

B. The Borough represents that it has comprehensive general liability insurance including a non-owned automobile endorsement as well as coverages applicable to Employee for false arrest, libel and slander.

C. Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the Governing Body of the Municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted as a result of a complaint on behalf of the Municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the Municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense. In the event criminal charges instituted against a member arising out of conduct within the scope of said Employee's employment, the member may select an attorney of his choosing, and the Borough agrees to

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pay all reasonable and necessary legal fees in connection with the trial court proceedings, provided, however, that the Borough shall be given prior written notice of estimated fees for said defense, and be afforded an opportunity to negotiate with the bargaining unit on the matter of selecting alternate counsel or limiting the Borough liability for fees.

D. Effective January 1, 1990, the Borough shall provide each employee \$5,000 life insurance policy and will pay the cost and premiums for same. *am*

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ARTICLE XXIV

TERMINAL LEAVE

A. Those Employees who were recorded on the payroll as of December 31, 1983 shall receive upon retirement all unused sick leave not to exceed one hundred and eighty (180) days accrued at the rate of pay established by the Employee's last yearly or highest yearly rate of pay applicable to such member upon his retirement. At the Employee's sole option he may take terminal leave with full pay and benefits in an amount of time equal to the accumulated sick days. An Employee entitled to terminal leave may use unused sick leave (not to exceed 180 days) as terminal leave to complete twenty-five years of service.

B. At the Employee's sole option, he may take installment payments for terminal leave over a period of between one (1) and five (5) years. Such payment shall include interest on the unpaid balance at prevailing rates. Unless an Employee elects to receive installment payments, he shall receive payment in one lump sum at retirement.

C. As of January 1, 1991 unused sick time will no longer be accumulated for terminal leave. For those employees who have already accumulated unused sick time, it shall be capped as of January 1, 1991 and shall not be added to or replaced after that date. *mm*



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D. Anything to the contrary notwithstanding, the Borough in its sole discretion, may pay out accumulated sick days annually on a one for one basis at the Employee's then current rate of pay beginning on January 1, 1992.

E. If the Borough elects to pay out accumulated sick time pursuant to Paragraph D, it shall do so as follows:

(i) Subject to the exception contained in (ii) below, the Borough shall pay off sick days in descending order of accumulation across the board. For example, if the largest number of days accumulated by any officer is 170, the Borough will pay out all 170th days, then all 169th days etc.

(ii) The three officers who have accumulated 180 days and are eligible for retirement on or before December 31, 1992 shall not be affected by any payout in 1992. Any of these officers who do not retire by January 1, 1993, however, will be subject to any payout in 1993 or later and will have their days paid out first until they are reduced to the level of the next highest officer at which point they will all be subject to the across the board payouts referred to in (i) above.

F. A retiring Employee shall give the Borough ninety (90) days notice if the retiring Employee elects to be paid in cash for such accumulated sick time upon retirement.

G. To determine the number of unused sick days an Employee accrued up to December 31, 1983, past contracts and

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personnel Ordinance will be used. At the end of the year, each Employee shall receive in writing the number of unused sick days and a total number of days accrued in his terminal leave bank.  
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ARTICLE XXV

LEAVE OF ABSENCE

A. A leave of absence without pay may be granted by the Governing Body for an additional six (6) month period, not to exceed two (2) six (6) month periods within a three (3) year period. No member shall receive more than two (2) six (6) month leaves in any three (3) year period.

B. This leave is subject to, renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer.

C. At the expiration date of such leave, the Employee shall be returned to the position from which he is on leave.

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ARTICLE XXVI  
BULLETIN BOARD

A. The Employer will supply one (1) bulletin board for the use of the Association, to be placed in a conspicuous place.

B. The Bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

C. No matter may be posted without receiving permission of the officially designated Association representative.

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ARTICLE XXVII

CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit a department vehicle subject to availability, to be utilized by the members in the funeral service.

B. Police Officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral service, unless otherwise agreed by the Chief of Police.

*[Handwritten signature]*

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ARTICLE XXVIII  
PERSONNEL FILES

A. A separate personal history shall be established and maintained by each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Police Department may, by appointment, review his personal file, but this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personal file, a copy shall be given to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

E. All letters of commendation received by the Borough concerning an Employee or his actions shall be placed in the Employee's personal folder, and a copy given to the Employee.

*[Handwritten signature]*

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ARTICLE XXIX  
MILITARY LEAVE

Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the law applying to such cases.

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ARTICLE XXX

PENSIONS

A. The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

B. The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

C. It is agreed that in the event the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event, resolution of said dispute shall be made by the appropriate fund, and the parties to this Agreement agree to be bound thereby. *mm*



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ARTICLE XXXI

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by a policeman that, as to him, there has been inequitable, improper or unjust application, interpretation, violation, modification or change of policy, agreement or administrative decision affecting the terms and conditions of his employment. A grievance to be considered under the procedure must be initiated by the policeman within forty-five (45) calendar days after the event which gives rise to the grievance.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim. At Level Two and above, it shall include the Association or its representatives.

4. Disciplinary matters shall not be subject to the grievance procedure.

5. Each grievance shall cover a single subject matter.

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B. Procedure

1. Level One

A policeman with a grievance shall submit said grievance in writing to his Chief of Police either directly or through the Association's designated representative, with the objective of resolving the matter informally.

2. Level Two

If the aggrieved person is not satisfied with the informal disposition of his grievance at Level One, or if no decision has been made by the Chief of Police within five (5) working days after presentation of the grievance in writing with the Police Committee of the Mayor and Council, the Police Committee of the Mayor and Council shall review the grievance and any supporting material submitted to them. They shall discuss the issue with all of the parties in interest present and shall render a written decision within ten (10) days after the filing of the grievance with them.

3. Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within the aforesaid ten (10) working days, he may appeal to the Mayor and Council by filing a written request that

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the Mayor and Council hear the matter. At the same time, the Employee shall file with the Mayor and Council any documentation. He shall give notice of such appeal to the Chief of Police and any other party in interest. The mayor, at the next Regular Meeting shall determine whether to schedule the hearing for the next Executive Session, or to schedule it for another time. Said hearing shall occur no later than ten (10) working days after the date of receipt of the written request. The Mayor and Council shall review the case and render a written decision within one (1) month from the date of the receipt of the written request.

4. Level Four

A. If the grievance is not settled through Levels One, Two and Three, either party may refer the matter to the American Arbitration Association within twenty (20) days after the determination by the Mayor and Council. An arbitrator shall be selected pursuant to the Rules of the American Arbitration Association.

B. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding.

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C. The costs for the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XXXII

SAVINGS CLAUSE

A. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If any such provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

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ARTICLE XXXIII

OFF DUTY POLICE ACTION

A. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

1. Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, and which action was necessitated by a clear and present danger, shall be considered police action and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

2. Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty police officers, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One Dollar (\$1.00) per year for off-duty time which shall be deemed included in the Employee's base pay.

3. This clause shall not apply when the Employee is actively engaged as a security guard for another employer.

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ARTICLE XXXIV  
MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of twenty cents (\$.20) per mile, or the current amount being paid Borough employees. *mm*

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ARTICLE XXXV  
MATERNITY LEAVE

A. Maternity leaves not to exceed six (6) months without pay shall be granted at the request of a female Employee.

B. Maternity leaves may be extended or renewed for a period not to exceed six (6) months, without pay upon the request of a female Employee.

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ARTICLE XXXVI

NO WAIVER

A. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

B. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law. 

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ARTICLE XXXVII

SENIORITY

Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay off and recall and other similar acts. Seniority is defined to mean the accumulated length of service with the Department. Time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from his employment or bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

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ARTICLE XXXVIII  
IN-SERVICE TRAINING

The Department will endeavor to provide opportunities for police training to Employees covered by this Agreement.

In addition to their normal pay, members of the Police Department shall receive additional compensation in the amount of Ten Dollars (\$10) for each completed college credit up to seventy (70) credits, received toward a degree in Police Science, or other related field. This additional compensation shall only be paid if the prior approval of the Police Chief or the Police Committee of the Mayor and Council was obtained.

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ARTICLE XXXIX

REPLACEMENTS

No full-time employees covered by this Agreement shall be replaced by any non-police part-time or other personnel. The present practice shall continue.

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ARTICLE XL

UNIT MEMBERSHIP

A. Membership in the Employee organization (PBA Local 180, Cresskill Unit), (hereinafter in this clause called "PBA"), is not compulsory. Regular Employees have the right to join, not join, maintain, or drop their membership within the PBA, if they see fit. Neither party shall exert any pressure on or discriminate against any Employee as regarding such matter.

B. Membership in the PBA is separate, apart and distinct from the assumption by one of the equal obligation to the extent that he has received equal benefits. The PBA is required under this Agreement to represent all of the Employees of the bargaining unit fairly and equally without regard to PBA membership. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members in the PBA, and this agreement has been executed by the Employer after it had satisfied itself that the PBA is a proper majority representative.

C. Accordingly, it is fair that each Employee in the bargaining unit pay his own way and assume his fair share of the obligation along with a grant of equal benefit contained in this Agreement.

D. In accordance with the policy set forth in this clause, all regular full-time employees in the bargaining unit shall pay to the PBA, and the Employer shall deduct from each

*Handwritten signature*

JB

regular fulltime Employee's regular pay, an amount of money equal to that paid by other Employees in the bargaining unit who are members of the PBA, which shall be limited to an amount of money equal to the union's regular and usual dues.

E. The PBA shall annually advise the Employer of the amount to be deducted from the regular full-time Employee's regular pay pursuant to this clause.

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ARTICLE XLI

NO-STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike, work stoppage, slowdown or walk-out against the Borough.

C. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Borough to take appropriate disciplinary action in accordance with applicable law. mm

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ARTICLE XLII

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities;

2. To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, and to promote and transfer Employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, or state laws.

*[Handwritten signature]*



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ARTICLE XLIII

FULL PAYMENT FOR DUTIES PERFORMED

Any member assigned to duties commensurate with a higher rank shall notify the Borough Clerk of said assignment, and if he is still performing said duties thirty (30) days after receipt by the Borough Clerk of written notice thereof, he shall be paid the rate of pay for the higher rank beginning from receipt of the notice by the Clerk. *mm*

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ARTICLE XLIV

CHANGES AND MODIFICATIONS

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representatives before they are established. *Amended*

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ARTICLE XLV

TERM OF CONTRACT

A. The Borough of Cresskill agrees that all benefits, terms and conditions of employment relating to the status of Borough of Cresskill Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the 'time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

B. Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise, shall not be limited, restricted, impaired, removed or abolished.

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This Contract shall take effect upon the execution thereof, and all union and other benefits shall be deemed to be effective or retroaction to January 1, 1991, and the Contract shall terminate on December 31, 1993.

ATTEST:

THE BOROUGH OF CRESSKILL

Dorothy M. Giguere

DOROTHY M. GIGUERE,

Borough Clerk

By John Begamini

Mayor

P.B.A. LOCAL 180 (Cresskill Unit)

Sal Lian

By Michael Marino

(As to P.B. A. Local #180)

(Print Name and Title)

Mary C. Reilly

MARY C. REILLY  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 7 1992

SALARY SCHEDULE 1991 - 1993

|                      | 1/1/91   | 7/1/91   | 1/1/92   | 1/1/93   |
|----------------------|----------|----------|----------|----------|
| Patrolman - 1st year | \$22,893 | \$24,037 | \$25,359 | \$26,780 |
| Patrolman - 2nd year | \$27,809 | \$29,199 | \$30,805 | \$32,530 |
| Patrolman - 3rd year | \$31,979 | \$33,578 | \$35,425 | \$37,409 |
| Patrolman - 4th year | \$36,151 | \$37,958 | \$40,046 | \$42,289 |
| Patrolman - 5th year | \$40,322 | \$42,339 | \$44,667 | \$47,169 |
| Patrolman - 6th year | \$42,748 | \$44,885 | \$47,354 | \$50,006 |
| Sergeant             | \$44,767 | \$47,005 | \$49,591 | \$52,368 |
| Lieutenant           | \$46,260 | \$48,573 | \$51,245 | \$54,115 |
| Captain              | \$47,771 | \$50,160 | \$52,919 | \$55,882 |

APPENDIX A



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APPENDIX "B"

LONGEVITY

In addition to other benefits and compensation, each Employee covered by this Agreement shall receive an annual longevity increment as provided herein. The longevity increment shall be one percent (1%) of the Employee's base annual wage upon completion of three (3) years of service. The longevity increment shall be paid commencing January 1 of the year following an Employee's third anniversary of service. The first such payment shall include a pro rata adjustment for each month of service between the Employee's third anniversary and January 1 immediately following such third anniversary. Thereafter, the longevity increment shall be increased by one-third ( $1/3$ ) of one percent (0.33%) per year.

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"APPENDIX C"

DETECTIVE STIPEND

Effective January 1, 1989, and annually thereafter, each employee shall receive an additional payment of \$500.00 per year which shall be pro-rated for time actually served in the Bureau during the year. Said pro-ration shall take place by virtue of dividing the annual number of chart hours into the \$500.00 amount and paying the said employee this additional stipend during each regular pay day.

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APPENDIX "D"

CLOTHING AND APPAREL TO BE ISSUED TO ALL NEW OFFICERS OF THE CRESSKILL POLICE DEPARTMENT. ALL ITEMS MENTIONED BELOW WILL BE IN ADDITION TO ANY EXTRA EQUIPMENT AN OFFICER WILL NEED WHILE ATTENDING THE POLICE ACADEMY.

- 1) Bulletproof Vest
- 2) 2 Pants
- 3) 3 Long Sleeve Shirts
- 4) 3 Short Sleeve Shirts
- 5) Ties
- 6) Trooper Hat
- 7) Class A Jacket
- 8) Eisenhower Jacket
- 9) 3/4 Length Black Winter Jacket, ( Leather type)
- 10) 1 Pair: Black Shoes/Boots
- 11) RAINGEAR: Coat, Hat Cover, Rainboots

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LEATHER GEAR: Basketweave Type, (Black) listed below.

- 1) Pants Belt
  - 2) Gun Belt
  - 3) Holster
  - 4) Ammo Pouches
  - 5) Handcuff Case/With Handcuffs
  - 6) Key Ring Holder
  - 7) Flashlight Holder
  - 8) Nightstick Holder
  - 9) Gun Belt Straps "Keepers"- 4
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APPENDIX "E"

1. Captain Norbert Langer
  2. Captain Sam Valentich
  3. Sergeant Thomas Witkowski
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